

Interim Agreement

BETWEEN

Brown University

AND

**Teaching Assistant Labor Organization (“TALO”)
AFT/RIFT Local 6516**

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Article I: Interim Agreement

- The University and the Union are engaged in good-faith collective bargaining toward a comprehensive Collective Bargaining Agreement (CBA), and
- The parties acknowledge that ratification of a final CBA before the beginning of the Fall 2023 academic term is unlikely.
- Therefore, the parties agree as follows:
 - This Agreement shall be in place while the parties continue to negotiate in good faith a comprehensive CBA. The University and the Union remain committed to concluding these negotiations in a timely manner, in accordance with the parties' bargaining rights as recognized by the National Labor Relations Act, and
 - This Agreement shall have a term beginning the Fall 2023 academic term and ending the earliest of: one year from the date on which this Agreement begins; or the date on which a comprehensive Collective Bargaining Agreement begins.

Article II: Union Recognition and Bargaining Unit Description

A. Recognition

1. As reflected in the National Labor Relations Board Case No. 01-RC-310166, Brown University, or, "the University," hereby recognizes the Teaching Assistant Labor Organization, RIFT-AFT Local 6516, or, "the "Union," as the sole and exclusive collective bargaining unit representative for wages, hours, and terms and conditions of employment for all members of the bargaining unit as set forth herein.

2. The University agrees not to negotiate with any other labor organization, its agent, or any employee organization over wages, hours, terms and conditions of employment, for all employees within the bargaining unit. No changes to wages, hours and terms and conditions of employment that fall within the specific terms of this Agreement, other than those that are recognized by this Agreement, will be made except by mutual agreement of the University and the Union pursuant to collective bargaining.

B. Bargaining Unit Description

1. The bargaining unit consists of all student employees who hold the following positions in the Department of Computer Science, as further defined in [Article X](#):

- Undergraduate Teaching Assistants ("UTA"),
- Socially Responsible Computing Teaching Assistants ("STA"),
- Head Teaching Assistants ("HTA"),
- Head Socially Responsible Computing Teaching Assistants ("HSTA"),
- Mosaic+ Transition Program Teaching Assistants,
- Mosaic+ Transition Program Leaders,
- Health & Wellness Student Advocates,
- Diversity & Inclusion Student Advocates,
- Meta Teaching Assistants ("MTA")

during the time for which their appointment is in effect. The bargaining unit also includes all student employees hired through the Department of Computer Science's hiring processes for undergraduate teaching assistants and assigned to courses offered through the Data Science Institute.

Hereafter, a member of the bargaining unit will be referred to as a "Computer Science student employee, "CS SE," or, simply "SE."

2. Excluded from the bargaining unit are all other employees of the University.

3. The parties recognize that members of the bargaining unit are students in the University's undergraduate and graduate programs, and even when performing work as defined by this Agreement, they retain their status as students. Consequently, the University shall exercise sole authority on all decisions involving academic and student matters. Nothing in this Agreement shall be construed to prevent the University from exercising its authority through established University governance processes and procedures.

4. Without imposing any limitation on the foregoing, the University, any administrator, or any faculty member may meet with any University organization or group, including student and Departmental organizations, to hear their views on any matter, to consider and discuss proposals and requests, and to act on those matters, so long as those actions would not modify, add to or change the terms of this Agreement. No member of the bargaining unit shall be prevented from participating in or serving as a member of any committee, task force, search committee, working group, or other such body of established University governance processes and procedures. These practices shall not conflict with the TALO Union bargaining relationship and the participation of students in this manner shall not be deemed to be collective bargaining negotiations or to modify, add to or change this Agreement.

C. Bargaining Unit Information

1. FERPA Release/Waiver

The University shall provide all CS SEs performing bargaining unit work with a form that, when signed voluntarily, will constitute a valid written waiver of their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information sought by the Union for representation purposes as set forth in this Article.

This form will be included in the CS SEs original hiring documents along with a communication that will indicate that the Union is their exclusive bargaining representative when the CS SE is engaged in bargaining unit work covered by this Agreement. The communication will also include, at minimum, information about the following:

- a. The Union has a legal obligation to represent the Student Employees when they are engaged in bargaining unit work and that to do so, the Union requires information about its members so that it is properly prepared to enforce the Collective Bargaining Agreement negotiated with the University;

- b. In order to avoid any conflict between the National Labor Relations Act, which grants the Union the right to access this information, and FERPA, which protects certain information in a Student Employee's student records, the Student Employees will be asked to sign the form to grant the Union access to records maintained by the University which relate to employment covered by this Agreement; and
- c. Contact information for the Union and the University to raise any questions about the FERPA release/waiver, and/or how the information shared with the union may be used.

In addition to any specific language the University determines is legally required, it shall communicate the information in this Section in plain language that prioritizes clarity and comprehension.

The Union agrees that it will not re-disclose any non-directory information provided by the University under this Article without the written consent of the CS SE.

2. No later than two (2) weeks after the start of each semester, the University will provide the Union with the following unblocked directory information regarding bargaining unit members:

- a. Name;
- b. Phone number;
- c. University email.

3. For each SE who has given the University a properly executed FERPA release/waiver, the University will provide the Union with the following information regarding bargaining unit members no later than two (2) weeks after the start of each semester:

1. Employee ID number;
2. Amount of compensation taxed as wages for the appointment.

4. List Updates

- a. If any Student Employees are hired after this initial list is sent to the Union, the University will provide the Union with the information listed in **Article II, Section C2** for the newly hired Student Employees within two weeks of the end of the "shopping period" each semester and the information listed in **Article II, Section C3** for any newly hired Student Employee who has given the University a properly executed FERPA release/waiver. If any Student Employees initially

reported are later excluded from the bargaining unit due to a change in appointment, the University will notify the Union as soon as possible.

- b. Two weeks after the end of the shopping period each semester, the University will provide a list to the Union detailing the course in which any Student Employee who has given the University a properly executed FERPA release/waiver is employed, to include the following information where applicable:
 - i. the name, prefix and number of the course and name of supervisor;
 - ii. the title of the Student Employee.

5. Notification

- a. The Union agrees to notify the University of its upcoming obligations as defined in this Article at least two (2) weeks prior to the deadlines established in **Article II, Sections C2 and C3**.
- b. If the Union fails to notify the University by the deadline established in **Article II Section C5** the University shall provide the information agreed to in this Article no later than two (2) weeks after the Union does send notification.
- c. The University recognizes its ongoing obligations to provide this information and shall make reasonable efforts to prepare for such requests without waiting for notification.

Article III: Union Rights

A. Union Orientation

Union representatives may attend and speak at all work-related orientations which CS SEs are expected to attend.

1. The University shall notify the Union of such orientation as soon as practicable, but no later than ten (10) calendar days in advance.
2. Time allocated for Union Representatives is limited to 60 minutes in any particular orientation session unless agreed upon at least five (5) business days in advance by the Department and the University.
3. The University will make a good faith effort to notify the Union no later than ten (10) business days before the start of each semester of the names of CS SEs who are not required to attend any orientations.
4. The Union shall notify the University (or the relevant Department or Program administrator) of its intent to send representatives and will provide the name and contact information for a point of contact as soon as practicable. Space cannot be guaranteed if the Department is notified later than five (5) business days in advance of each orientation.

B. Good-Faith Rules

It is understood that CS SEs may serve, from time to time, in roles or on committees related to and in support of Union business and the administration of this Agreement. The University will respect and not interfere with reasonable amount(s) of time CS SEs spend on such activities.

1. **Official Business.** Representatives of the Union shall be permitted to transact official business with appropriate representatives of the University at all reasonable times.
2. **Rooms, Facilities, and Equipment.** Where rooms, facilities, or equipment, such as duplicating, computing and audiovisual, are available for meetings or use by other university unions, such rooms, facilities, or equipment will be made available to the Union in accordance with established University policies and procedures.
3. **Bulletin Boards.** The Union may post notices on existing bulletin board space, if the space is not reserved for specific purposes and in accordance with established University policies and procedures. This includes digital bulletin board space, such as the televisions throughout the CIT.
4. **Tabling.** The Union may, at its choosing, have an information table for a one-hour period both before and after a CS SE orientation in a mutually convenient location and in accordance with established University policies and procedures.
5. **Mailbox.** The Union will be provided with a mailbox on the fourth floor of the CIT.

C. Communication

1. The University shall, by the end of the first full week of each semester, make readily available on a University web page for students a plain language summary of this Agreement written and prepared by the Union. The plain language summary shall note that it is the sole work of the Union and that this Agreement is the definitive agreement for all CS SEs. The University shall have the opportunity to review this plain language summary prior to its publication.
2. The University shall make the full text of this Agreement available to members of the Union, the Brown community and the public on the University website alongside other University collective bargaining agreements. The full text may be accompanied by a plain language summary of this Agreement written and prepared by the University. The plain language summary shall note that it is the sole work of the University and that this Agreement is the definitive agreement for all CS SEs. The Union shall have the opportunity to review this plain language summary prior to its publication.
3. By October 15 of each year, the Union shall provide a list of those CS SEs who shall represent the Unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a Grievant or University

representative, as well as in attending to other matters relating to the administration of this Agreement. The Union will update such a list periodically, as needed.

D. UTA Program Labor Committee (UPLC)

The University and the Union, committed to fostering effective day-to-day communication and maintaining a mutually beneficial relationship through continuing communications, hereby establish the UTA Program Labor Committee (UPLC) to promote stable labor-management relations and minimize conflicts.

1. Purpose. The purpose of the UPLC is to discuss matters of concern to either or both sides, including the administration of this agreement and other related issues that are not the subject of an active grievance. The parties agree that such meetings do not constitute and will not be used for the purpose of negotiations. At the end of each semester, the committee will produce a brief public summary of its activities.
2. Scope. The UPLC shall have no authority to change, delete or modify any of the terms of the existing University-Union Agreement, nor to settle grievances arising under the University-Union Agreement.
3. Composition. The UPLC shall consist of up to eight (8) members, with up to four (4) representatives from the Union and up to four (4) representatives from the University, with at least two (2) representatives from the University being primarily employed in the Department of Computer Science. The Union and the University shall appoint their respective representatives.
4. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The UPLC shall convene at mutually agreed upon times and on an ad hoc basis as needed, but will normally convene no more than four (4) meetings per semester.
5. CS SE Compensation. Bargaining unit members serving on the UPLC shall be compensated for attending such meetings at their base hourly rate.
6. Confidentiality. UPLC members must maintain confidentiality concerning sensitive information discussed during meetings and protect the privacy of all involved parties, except as required for reporting purposes or when otherwise authorized by the parties.
7. Record-Keeping and Documentation. The UPLC shall maintain accurate records of its meetings, including attendance, minutes, and any decisions or recommendations made. These records shall be made available to both the University and the Union.
8. Recommendations. The members of the committee may make recommendations to the Department by simple majority vote. Those recommendations receiving a

majority vote shall be made to the Department. Upon receipt of recommendations from the UPLC, the Department must provide a written response to the UPLC within a reasonable time period. The Department may forward the recommendation to other university offices, such as University Human Resources, as appropriate.

9. Communication Channels. The UPLC shall establish and maintain clear communication channels between the Department, the Union, and CS SEs, ensuring that information, updates, and recommendations are effectively communicated and feedback is actively solicited and considered.

Article IV: Union Security and Checkoff

A. Union Security

The University and the Union agree that it shall be a condition of employment that all CS SEs shall maintain union membership or pay Fair Share Fees, as detailed in **Article IV, Section B** below. The University shall:

1. notify covered CS SEs at their time of hire of the existence of this Agreement,
2. provide new hires with union membership and fair share fee payroll deduction information and links to their electronic counterparts in their initial onboarding information.

B. Fair Share Fees

CS SEs shall have the right to, in lieu of union membership, pay a Fair Share Fee (a service charge as a contribution toward the cost of administration of this Agreement and representation of CS SEs). The amount of such Fair Share Fee shall be determined by the Union in accordance with applicable law.

C. Authorization

A CS SE may choose to have their union membership dues (for those who become members of the Union) or their Fair Share Fees (for non-members) deducted from each paycheck during the periods they are performing services covered by this Agreement, as long as they have signed an authorization for such deductions in a form acceptable to the University and the Union. Authorization forms submitted to the University will be processed prospectively on the next feasible payroll and not retroactively.

D. Amounts

Each semester, the Union shall establish and certify in writing to the University's designated representative the amounts of Dues and Fair Share fees applicable to bargaining unit members. This notification shall be provided no less than thirty (30) days

before it becomes effective. The effective date of any change in amount shall coincide with the beginning of an academic semester.

E. Committee on Political Education (COPE) Contributions

The University agrees to deduct voluntary contributions made by CS SEs to the Union COPE and to remit said contributions to the Union in the same manner as union dues and Fair Share fees are remitted. Such contributions are strictly voluntary and can be in any amount as determined by the CS SE. COPE deduction authorization forms shall be submitted to the University and will be processed prospectively on the next feasible payroll period as determined by the University and not retroactively.

F. Payroll Deduction

The Union shall receive payroll deductions for any dues, fees, and/or contributions from any CS SE in the bargaining unit during the period when the CS SE is performing services covered by this Agreement, and who has indicated in writing that they wish such deductions to be made. Deductions shall be made prospectively only.

1. Deduction. Each payday, the University shall deduct any authorized deductions
2. Revocation. A CS SE may revoke an authorization by notifying the Union and the University or University-designated office in writing.
3. Notification. Materials voluntarily completed by a CS SE shall be submitted simultaneously to the University and the Union, including dues authorization forms and revocations thereof.
4. Remission of Dues. On or about the fifteenth (15th) day of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee

G. Indemnification.

The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by a Student Employee out of or by any reason or action taken or not taken by the University pursuant to this Article.

Article V Management Rights

- A. All Brown University academic, student and management rights, functions and prerogatives (hereafter referred to as "Management Rights"), written or

unwritten, which have not been explicitly modified or restricted by specific provisions of this Agreement, are retained and vested exclusively in Brown University and may be exercised by the University at its sole discretion. These management rights include, without limitation, the authority to:

1. exercise sole and exclusive authority on all decisions involving academic and student matters as noted in **Article I, Recognition and Bargaining Unit Description**;
2. make appointments of UTAs, HTAs, and MTAs and other positions specified in Article I which are made in the sole discretion of the Department;
3. determine, establish, direct, effect and control, alter or discontinue the University's mission, objectives, priorities, organizational structure, programs, services, activities, facilities, locations, operations and resources;
4. determine and implement the University's budgetary, financial and personnel decisions and procedures by which the University's programs, services and operations are conducted;
5. establish, maintain, modify or enforce standards of performance, productivity, conduct, order, safety and other University policies, procedures, guidelines, rules and regulations and to require bargaining unit members to observe them;
6. recruit, hire, appoint, assign, schedule, transfer, direct, train, supervise, evaluate, promote, tenure, retain, discipline, demote, suspend, and dismiss employees, within the limitations set forth in this Agreement;
7. determine or modify the hiring criteria and work standards for and the number and qualifications of employees; to modify and eliminate positions; and to determine job qualifications and duties; and
8. set student admissions standards and make decisions regarding student admission, matriculation, degree completion, and graduation standards;
9. determine and modify, tuition, fees, costs and charges for academic operations, benefits and University services;
10. set the rank, level and category of appointment consistent with the terms defined by this Agreement;
11. determine courses, curriculum, course content, and instructional methods;
12. assess student work and grades and determinations as to students' academic progress;
13. make determinations as to academic probation and dismissal;
14. set the policies, procedures and regulations regarding intellectual integrity and intellectual property;
15. determine and modify benefits (provided that they are not terms and conditions of employment) offered and their costs to students;

16. set the specifics of academic calendars and holidays; and
 17. select and periodically change the insurance carriers and arrangements, provided such changes do not have a material impact on the benefits available to Student Employees or any associated costs.
- B. Brown University retains all rights and prerogatives granted by applicable law.
 - C. Brown University shall continue to appoint, to involve and to recognize students on departmental, program, school, college and university committees, bodies and task forces to provide insight, guidance, and determinations about University matters. Brown University shall continue to provide adjustments, accommodations and assistance to individual students. These practices shall not be deemed to conflict with the TALO Union bargaining relationship and the participation of students in this manner shall not be deemed to be collective bargaining negotiations or to modify, add to or change the Agreement.
 - D. The exercise of Management Rights by Brown University shall be consistent with this Agreement. No action taken by Brown University with respect to a Management Right shall be subject to the Grievance and Arbitration procedures unless the exercise of such right directly violated an expressly written provision of this Agreement.
 - E. The enumeration of Management Rights in this Article is not exhaustive and does not exclude other Management Rights not specified herein. Brown University, in not exercising any Management Right hereby reserved to it in this Article, or in exercising any such Management Right in a particular way, will not be deemed to have waived its right to exercise such Management Rights or preclude Brown University from exercising the Management Rights in some other manner.

Article VI No Strikes-No Lockouts

- A. The Union, its representatives and agents, and SEs — acting in their capacities as members of the bargaining unit — will not engage in, call for, encourage or condone, any strike, work stoppage, slowdown, sympathy strike, withholding of grades or academic evaluations, or other interference with or disruption of the University's operations or activities, during the term of this Agreement or any extension of the Agreement. Further, there will not be any sympathy strike

whether sanctioned by the Union or any member of the Union, or not sanctioned, during the term of this Agreement.

- B. Should any of the above actions occur, the Union will immediately notify the individuals involved in any activity in contradiction of this Article that their actions are contrary to the Agreement and they are to cease such activity and resume the responsibilities of their position. Following notice from the Union or University, any individual who continues to violate this Article may be subject to discipline as provided for in the Agreement and/or through other University policies, up to and including dismissal from their position.
- C. The University agrees not to lockout any of the CS SEs covered by this Agreement during the term of the Agreement and any extension of the Agreement.
- D. Actions taken by individual Union members under their own volition are not governed by the terms of this agreement. Should members of their own volition engage in any strike, work stoppage, slowdown, sympathy strike, withholding of grades or academic evaluations, or other interference with or disruption of the University's operations and activities, they may be subject to discipline as laid out in this agreement for unapproved absence from work. No SE will be required to perform replacement labor during a labor action.

Article VII Equal Employment Opportunity and Non-Discrimination

A. Statement of Values

Unlawful discrimination or harassment has no place at the University and offends the University's core values, which include a commitment to equal opportunity, diversity and inclusion. The University and the Union hereby affirm a mutual commitment to affirmative action and community that is truly integrated, diverse and inclusive and agree that there shall be no discrimination or harassment based on federal and state law, University policy and factors defined below in the application of this Agreement.

B. Statements of Policy

Brown University policy statements on discrimination and harassment reflect Brown's commitment to creating and maintaining educational, working and living environments

that are free of any unlawful discrimination. The University recognizes its legal obligations to pursue that same goal, including with regard to this Agreement when the act or activity pertains to or is directly related to the CS SE's specific status or function as a CS SE, under applicable Federal and State statutes, which include Title IX of the Education Amendments of 1972, Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Rehabilitation Act of 1973.

The University and the Union agree not to discriminate or permit harassment on the basis of race, color, religion, age, national or ethnic origin, disability, status as a veteran, sexual orientation, gender identity, gender expression or sex or any other characteristic protected under applicable federal or state law and caste, which is protected under the Corporation of Brown University's Policy Statement on Equal Opportunity, Nondiscrimination and Affirmative Action. In the spirit of a mutual commitment to a truly integrated, diverse and inclusive community, the University and the Union further agree not to discriminate or permit harassment based on Union membership or Union activity, participation in a grievance or complaint process (formal or informal) provided under this Agreement, marital, parental or pregnancy status, citizenship status, height or weight.

More generally, in keeping with University policy, instances of harassment, bullying behavior, or retaliation of any kind are prohibited. This kind of behavior includes but is not limited to power-based harassment, which is abusive or intimidating behavior by individuals who hold supervisory authority over students or employees, when such conduct interferes with or limits an employee's ability to perform their job or denies or limits a student's ability to participate in or benefit from the University's programs and thus creates a hostile work or learning environment.

C. Non-Retaliation Policy

University policy prohibits taking any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. The University will not tolerate any form of retaliation against a Student Employee for making a good faith report of potential university-related legal or policy violations, including but not limited to allegations of discrimination and/or harassment. No Student Employee shall be adversely affected because they refused to carry out a directive which constitutes fraud or is a violation of local, state, federal or other applicable laws and regulations. Any attempted or actual retaliatory action covered under this Policy will be subject to disciplinary action, up to and including termination. The University will investigate any complaint of alleged retaliation.

D. Student Employee Responsibilities

The Union acknowledges that Student Employees covered by this Agreement are subject to all University policies, including but not limited to those prohibiting discrimination and harassment, as referenced in this Article. Student Employees acting in a teaching or supervisory capacity are subject to the same reporting requirements for their students or those they supervise as other teachers and supervisors, and the University shall provide training regarding these requirements. Student Employees are held to the same standards prohibiting discriminatory treatment as other teachers and supervisors with regard to their treatment of the students and others they teach or supervise.

E. Definitions of Discrimination and Harassment

The University has established policies which define and prohibit discrimination and harassment and which apply to all Student Employees. These relevant policies include the “Sexual and Gender-Based Harassment, Sexual Violence, Relationship and Interpersonal Violence and Stalking Policy” and the “Brown University Discrimination and Harassment Policy” and the “Americans with Disabilities Act.” Definitions of discrimination and harassment specific to this Agreement, and consistent with those University policies, follow below and are included here for informational reference. The Union and the University acknowledge that as an employer the University is subject to compliance with federal, state and local law, including regulations, guidance, court decisions, and other external factors (collectively “the law”) which may change from time to time and are beyond the control of the University and outside the terms of this Agreement. If there is a conflict between this Agreement and University policy, this Agreement shall be controlling, provided that this Agreement does not limit or interfere with the University’s compliance with the law.

Unlawful discrimination is defined by federal and/or state statute to include unfavorable or unfair treatment of a person or class of persons because of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, and gender expression.

Unlawful harassment is harassment that refers to or is based upon the protected status of the person or persons being harassed, as defined by relevant federal and/or state statutes. Unlawful harassment in the work and educational environment is created if conduct of another person is sufficiently severe or pervasive such that it interferes with an employee’s ability to perform their job or denies or limits a student’s ability to participate in or benefit from the University’s programs and thus creates a hostile work or learning environment.

In evaluating whether a hostile environment exists, the totality of known circumstances shall be considered, including, but not limited to:

1. The frequency, nature, and severity of the conduct;
2. Whether the conduct was physically threatening;
3. The effect of the conduct on the grievant's mental or emotional state;
4. Whether the conduct was directed at more than one person;
5. Whether the conduct arose in the context of other discriminatory conduct;
6. Whether the conduct unreasonably interfered with the grievant's educational or work performance and/or University programs or activities; and
7. Whether the conduct implicates concerns related to academic freedom or protected speech.

Sexual Harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, electronic, or otherwise, when one or more of the following conditions are present:

8. Submission to or rejection of such conduct is either an explicit or implicit term or condition of, or is used as the basis for, decisions affecting an individual's employment or advancement in employment, evaluation of academic work or advancement in an academic program, or participation in any aspect of a Brown University program or activity (quid pro quo); and/or
9. Such conduct has the purpose or effect of unreasonably interfering with an individual's learning, working, or living environment; in other words, it is sufficiently severe, pervasive, or persistent as to create an intimidating, hostile, or offensive learning, working, or living environment under both an objective and subjective standard (hostile environment).

Gender-Based Harassment includes harassment based on sex or gender, sexual orientation, gender identity, or gender expression, which may include acts of intimidation or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature.

Gender identity or expression means a gender-related identity, appearance, expression of behavior of an individual, whether actual or perceived, and regardless of the individual's assigned sex at birth.

F. Applicability of This Article

Discrimination and/or Harassment directed against any person(s) covered by this Agreement shall be strictly prohibited (Prohibited Conduct). For the purposes of this Agreement, this Article pertains to acts of Prohibited Conduct committed against Student Employees when the act or activity pertains to or is directly related to the Student Employee's specific status or function as a SE in the bargaining unit and/or when:

1. The conduct occurs on Brown University premises; and/or
2. The conduct occurs in the context of a Brown University employment, education, or research program or activity, including but not limited to Brown University-sponsored study abroad, research, internship, mentorship, summer session, or other affiliated programs or premises, or fieldwork activities; and/or
3. The conduct occurs outside the context of a Brown University employment, education, or research program or activity, but (i) has continuing adverse effects on Brown University premises or in any Brown University employment, education, or research program or activity or (ii) occurs in close proximity to Brown University premises and is connected to hostile conduct on Brown University premises.

G. Processes for Complaints of Discrimination

If an allegation is brought by a Student Employee that the University or a University Employee has discriminated against the Student Employee with regard to their work as a Student Employee on the basis of any provision of this Article, it will be processed through the procedures of the University Office that handles such discrimination claims. The matter will be investigated and the University shall, in accordance with its applicable policies and procedures, make a determination on whether or not discrimination has occurred and take any necessary action. The Student Employee, whether as a complainant or the respondent, shall be entitled to all processes, procedures, accommodations, rights and responsibilities afforded any other member of the Brown Community under such applicable policies and procedures, including but not limited to all processes of appeal and/or review.

If the Union determines that the University's findings or actions constitute a violation of this Agreement, the Union may take the matter to mediation by serving notice in accordance with **Article XII – Grievance Procedures**. By seeking mediation, it is the intent of the parties to work toward a resolution of the complaint without utilizing the other provisions of the **Grievance Procedure in Article XII**. The University shall be responsible for covering the full cost of mediation for a period of two (2) days, after which the University and the Union will split the costs evenly.

Nothing in this section shall be construed to prevent a Student Employee who alleges discrimination under this Article from exercising constitutional or statutory rights which might be available in addition to what is provided in this Article.

H. Remedial and Protective Measures

Brown University will take and/or make available reasonable and appropriate measures to protect a Student Employee's access to Brown University employment or education programs and activities regardless of whether they choose to file a Complaint under the applicable procedures. These measures may be both remedial (designed to address a complainant's safety and well-being and continued access to educational opportunities) or protective (involving action against a respondent). Remedial and protective measures, which may be temporary or permanent, may include counseling and emotional support, no contact and communication directives, residence modification, academic schedule modification, academic accommodations or assistance, escort, voluntary leave of absence, interim suspension, administrative leave, restrictions on campus activities, work schedule modifications, and other remedies as reasonable and appropriate. A Student Employee seeking relief under this section shall have the right to have an authorized Union Representative present at any point.

Remedial and protective measures are available to all members of the Brown University community through the appropriate offices, including Title IX and Gender Equity, Office of Institutional Equity and Diversity (OIED), and Campus Life. For purposes of this Agreement, the University and the Union acknowledge that matters specific to the terms and conditions of employment as Student Employees may need to be addressed from time to time. A Student Employee seeking remedial and protective measures related to their employment may do so through University Human Resources at any time. University Human Resources, in coordination with other offices as necessary and appropriate, may provide any of the remedial and protective measures referenced above, as well as switching the advisor of a Student Employee with as little disruption to their employment and research as possible; work schedule modifications, including the extension of funding timeline to accommodate time lost due to switching advisors or other changes; and other reasonable accommodations as necessary and appropriate.

University Human Resources has the discretion to ensure the appropriateness of any measure.

If the Union determines that the University's findings or actions constitute a violation of this Agreement, the Union may take the matter to mediation by serving notice in accordance with **Article XII – Grievance Procedures**. By seeking mediation, it is the intent of the parties to work toward a resolution of the complaint without utilizing the other provisions of the **Grievance Procedure Article XII**. The University shall be responsible for covering the full cost of mediation for a period of two (2) days, after which point the University and the Union will split the costs evenly.

The University shall create a log of instances in which a Student Employee brings a request for remedial and protective measures to University Human Resources to include, at a minimum, the course involved, the nature of the complaint, and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log, without any personally identifying or otherwise protected information about individuals, with the Union to document the scope and nature of the concerns.

I. Union Activities or Membership

Neither the University nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Student Employee because of, or with respect to, his/her/their lawful union activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Student Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

J. Accommodations for Student Employees with Disabilities

The University will provide a qualified Student Employee with such reasonable accommodation necessary for the performance of the essential functions of their positions consistent with University policy and procedure, and State and Federal law, for providing reasonable accommodations to faculty and staff.

Article VIII Discipline and Discharge

The parties recognize that discipline and discharge in this agreement refers solely to the employment relationship between the University and CS Student Employees. Nothing in this article infringes on the University's right to exercise discretion regarding academic

matters, including disciplinary procedures related to the academic and non-academic conduct of students.

A. Employee/Student Distinction

Discipline related to employment conduct or activities as CS Student Employees where feasible, shall not include consequences to a CS Student Employee's student status; any incidents that could affect both student status and employment shall be handled separately, where feasible. The Union acknowledges it has no right to interfere with or grieve decisions regarding student status, including such decisions that may impact a student's employment, but may only grieve or arbitrate decisions prompted solely and exclusively by conduct, performance and/or activities specifically and directly arising from the employment duties of the CS Student Employee as provided for in this Agreement. The exchange of feedback or performance evaluation does not constitute disciplinary actions.

B. Informal Resolution and Progressive Discipline

Both the University and the Union encourage the use of informal discussion between a CS Student Employee and their supervisor in an effort to resolve employee performance problems. Such specific informal interaction shall not be considered disciplinary or used as a factor in future employment decisions unless accompanied or followed by a written statement, which shall be shared by the supervisor with the Student Employee and included in the Student Employee's personnel file consistent with the terms of this agreement. Nothing in this paragraph prevents a supervisor from determining that after undertaking informal steps, the conduct or performance which was the subject of the informal interaction shall be treated thereafter as a disciplinary matter.

If an informal resolution cannot be reached, the University shall ensure that supervisors follow a three-stage progressive discipline model as follows:

1. Written warning with written improvement plan. Upon issuance of a written warning, the CS SE shall be notified of their Weingarten rights to Union representation and the Union shall also receive a copy of the written warning and written improvement plan;
2. Final written warning;
3. Discharge.

C. Scope of Discipline

1. No Student Employee shall be disciplined or discharged for conduct or performance specifically covered by this Article except for just cause. Decisions that involve the academic mission and operation are not

subject to a just cause standard or to the grievance and arbitration process.

2. Discharge, for the purposes of this Agreement, shall mean the termination of a Student Employee's appointment prior to the expiration of that semester or academic year appointment. Discharge does not include the non-reappointment of a Student Employee, nor does it mean the failure to offer an appointment to a Student Employee. Discipline, for the purpose of this Agreement, refers to adverse employment actions taken based on job-related misconduct or job-related deficient performance, and not to determinations by the University to take adverse action or dismiss a Student Employee, for academic reasons, including without limitation, issues such as academic assessments, grades, non-employment related conduct, or actions governed by another University policy or procedure.
3. At the discretion of the Chair of the Department or their designee, a Student Employee may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action or discharge. The University reserves the right to stop payments during the leave in very serious situations. If the University later finds that the Student Employee is not responsible for the alleged misconduct, the University shall make the Student Employee whole.
4. Reassignment should not be used as a disciplinary action, but the University retains the right to change a Student Employee's work assignment, including as a method for resolving a work performance or conduct matter.

D. Remedial Measures

The University, in addition to issuing disciplinary action, may also take reasonable remedial measures, when appropriate, with which a Student Employee must comply, provided the remedial measures are rehabilitative or corrective rather than punitive.

E. Grievance Procedure

If a discipline or discharge involving job-related misconduct or job-related deficient performance is imposed, a Student Employee who disagrees with the sanction may seek redress through the Grievance Procedure provided in this Agreement.

F. Union Representative

A Student Employee who has authorized the sharing or release of information to the Union in accordance with Article II, Section C, may request in writing that a Union representative be present at any investigatory meeting that a Student Employee reasonably believes may lead to discipline and/or a meeting where discipline is to be administered. Such requests shall not be unreasonably denied. A meeting to provide standard feedback of performance evaluation is not considered an investigatory meeting.

Article IX Compensation

A. Base Rates for FY24 (July 2023 to June 2024)

Position	Base Hourly Rate
UTA	\$20.00
STA	\$20.00
UTA-STA	\$20.00
Mosaic+ Transition Program TA	\$20.50
Health & Wellness Student Advocate	\$20.50
Diversity & Inclusion Student Advocate	\$20.50
HTA	\$22.00
HSTA	\$22.00
Mosaic+ Transition Program Leader	\$22.00
MTA	\$27.50

B. Pay Schedule

All CS SEs shall be paid bi-weekly. It is the responsibility of SEs to report hours in a timely manner on a weekly basis, no later than the first business day following the end of the pay period. Repeated failure to report hours in a timely manner without extenuating circumstances (e.g., illness or emergencies) will be brought to the attention of the instructor and/or Department staff for follow up with the SE. CS Department and HR administrators, when notified of outstanding wages not paid to a CS SE (i.e., backpay), shall resolve and disburse such wages within two (2) pay periods from the date notified.

C. Paid Sick and Safe Leave

In accordance with the Rhode Island Healthy and Safe Families and Workplaces Act (R.I. Gen. Laws § 28-57-5), CS SEs shall be given one hour of Paid Sick and Safe Leave for every Thirty-Five (35) hours worked during their period of employment. CS SEs may use such Sick and Safe Leave for any reason, with reasonable notice to their supervisor.

Article X Positions & Responsibilities

Instructor leadership, supervision and participation is fundamental to the success of the CS undergraduate TA program. The University and the Union acknowledge that no CS SE will be expected to act as an Instructor of Record for the course to which they are assigned.

A. Academic Authority of the University

The University and the Union acknowledge that the University retains sole authority over academic and student matters, including the number and type of CS Student Employee positions, the appointment of individuals to these positions, the criteria for appointment to those positions, and matters pertaining to course assignment and reassignment, course schedules, content, supervision of courses, and curricula.

B. Appointments.

1. CS SEs shall be authorized to work with a position in Workday before they are expected to engage in any kind of work, including staff meetings.
2. HTAs shall be authorized to work with a position on Workday no later than two (2) weeks after being hired, or before being expected to take part in any kind of CS SE work, including UTA hiring processes and course development, whichever is earlier.

C. CS SE Responsibilities, Supervision and Accommodation.

1. Academic Code. As Brown University Students, CS SEs must comply with the Academic Code of Conduct, which stipulates, "It is also incumbent on those who know or suspect that someone else has violated Brown's academic code to report their knowledge or suspicions to the appropriate University authorities." Grading done by CS SEs may include using tools that detect plagiarism or similarities between submissions. The information provided by such tools may trigger the above reporting requirement. However, CS SEs shall not prosecute or assist in the prosecution of alleged academic misconduct cases.
2. Facilities. Where possible, CS SEs will be given appropriate space to conduct student-facing work in person. This includes, but is not limited to, office hours and lab sections. CS SEs may be required to conduct student-facing work over electronic platforms (e.g., Canvas, Ed, Zoom, and other tools).
3. Course instructors supervise and oversee grading in collaboration with graduate TAs, HTAs, HSTAs, and other designated instructional staff

members through rubrics, training, quality control, and/or clarifying the practice for each course.

4. **Staff Meetings.** HTAs and HSTAs may prepare and lead staff meetings, with such preparation to take place in collaboration with the instructor in advance. Other CS SEs are not responsible for preparing or leading staff meetings. SEs may lead meetings with fellow SEs when working on a communal project.
5. **Workload Check-ins.** CS SE workloads will be regularly audited primarily by each course's assigned instructor and/or departmental staff with assistance from graduate TAs, HTAs, HSTAs to prevent overwork and address other situations of concern. Instructors will be notified of situations of concern and are expected to address these concerns in a timely manner.
6. **TA Camp.** TA Camp is the period preceding the beginning of classes when the instructional team for a course (including instructors, graduate TAs, and CS SEs) prepare courses. Since TA Camp precedes the start of a semester, CS SEs may be expected to work as many as 40 hours per week and are eligible for overtime pay, calculated at a rate of one and one-half times the CS SE's regular hourly rate of pay for any hours worked in excess of 40, in keeping with university policies. The format and schedule of each course's TA camp will be managed by departmental staff and course instructors with assistance from graduate TAs, HTAs, and HSTAs. All courses must account for mandatory trainings as outlined in this Article. On-campus housing and food accommodations will be provided at no cost for all SEs during TA Camp, subject to availability.

D. Training

Clear and proper training is necessary for all CS SEs to perform their duties. Types of training include department-wide training, course-specific training, and role-specific training. All training will be created and delivered primarily by specialists, faculty, or other non-CS SE employees or consultants, with two exceptions: 1) HTAs may conduct course-specific training in the following exempted categories: course policy, existing course assignments, and course logistics; and 2) MTAs may conduct training in departmental policy and logistics. Part of the training may use online modules.

All training is compensated at the standard wage for each role. The CS Department will make a good faith effort to complete all required training before CS SEs begin student-facing work. When applicable, training shall be offered and completed during TA camp. Late hires must also receive such training.

Training will be provided by the department in collaboration with the Sheridan Center for Teaching and Learning and other campus entities as appropriate. The Department will employ CS SEs with previous experience to help plan and update training.

The department will enact a system of feedback and improvement to ensure that training is appropriately updated to account for changes in curriculum, teaching methods, student preparation, employment policies, and other factors affecting CS SE roles. Training (and the overall SE experience) will be evaluated through an anonymous reporting system at the end of each semester. SEs will be paid at their hourly rate for filling out surveys.

Training will include:

- Department-wide trainings:
 - Pedagogy Training for New CS Student Employees
 - Diversity, Equity and Inclusion Training
 - Health and Wellness Training
 - Student employment responsibilities
- Course-specific trainings on course policies, course learning objectives, assignments, and logistics
- Role-specific trainings:
 - Managerial training for HTAs, HSTAs, MTAs, and other positions as needed.
 - SRC-specific pedagogy training for STAs
 - Specific training as needed for every other Student Employee.

E. Course Development.

Course development is primarily the responsibility of the course instructor. However, a CS SE may assist the instructor in course development in accordance with the CS SE's role. Such development must occur under instructor's supervision. Graduate TAs, HTAs, HSTAs, and designated staff members may participate in development and help the instructor supervise CS SEs in development activities. CS SEs must be provided with specific, discrete, and actionable guidance, be given reasonable deadlines for completing tasks, and receive timely feedback on their development work.

1. Definitions

The terms "limited development" and "extensive development," as used henceforth in this Article, are defined as follows.

- a. Limited development typically includes, but is not limited to: updating wording of assignments, handouts, and preparation materials; testing and giving feedback on assignment and handouts, updating links and references in

assignment handouts and preparation materials; making minor changes to autograders and course websites where the task is expected to take under 2 hours, changing existing grading rubrics; and fixing minor errors in stencil, solution, or test code.

- b. Extensive development typically includes, but is not limited to: conceptualizing and creating new assignments that have not been taught in previous semesters; changes to the course structure or curriculum; structurally modifying assignment handouts and preparation materials such that substantial new material would be added; making significant changes to or writing new stencil, solution, or test code; developing course-specific infrastructure, including autograders and course websites when this work is expected to take over 2 hours and substantially rewriting assignment rubrics.

SEs may undertake extensive development if applicable for their course as specified in the job description at the time of application. Generally CS SEs will not be expected to engage in extensive development during the same term in which the products of said development will be published.

If it is unclear to an SE and/or an instructor whether a task is extensive or limited development, the instructor and SE will discuss to come to a good-faith agreement. The SE may decline the activity if an agreement is not reached.

2. Timeline for Extensive Development and Feedback

If the instructor wishes to ask a CS SE to engage in or wishes to provide feedback to a CS SE for continuing extensive development, the content to be developed must have a publication date no sooner than two (2) weeks after the CS SE is asked to engage in or continue this development.

Additionally, if a CS SE submits a draft of extensive development work to the instructor, they shall receive appropriate feedback on that draft as soon as possible, ideally within seven (7) business days before publication.

Ultimately, no CS SE is responsible for finalizing any extensive development work for publication. CS SEs shall not be expected to incorporate significant extensive development work feedback that is received less than seven (7) days before publication.

F. Job Descriptions

The CS Department will publish, for each course, a clear description of the specific duties of each SE position for the course and a maximum number of hours per week for each position during the semester. These job descriptions must be consistent with this agreement and university guidelines, including those maintained by the College Curriculum Council. The maximum number of hours per week during the academic year will be 15 hours for HTAs, HSTAs, MTAs, and Mosaic+ Transition Program Leaders. The maximum number of hours per week during the academic year will be 10 hours for all other positions covered by this agreement.

It is the responsibility of the department and university to adhere to the job descriptions and general parameters as described in this Agreement.

SEs who are asked to perform work that does not align with their job description and the parameters described in this article may file a grievance following the procedures in this document.

G. Workload Management

No CS SE may be asked to work between the hours of midnight and 6am. However, they may offer to do so for their own convenience. CS SEs are prohibited from engaging in student-facing work and any other communication with students between midnight and 6am.

No SE may be required to work:

- Between the hours of midnight and 6am,
- Noon Wednesday through noon Sunday of Thanksgiving week,
- During the University's Spring Recess,
- During University mandated holidays,

Instructors are expected to accommodate reasonable requests from an SE to reduce the work hours assigned to the SE when it would interfere with the SE's health or academic progress. In particular, a reduction of assigned work hours should be granted during the final exams period upon request from the SE.

Overwork by CS SEs, defined as working more than the designated maximum number of hours for their position in a given week while school is in session, as defined in Article X.F above, is potentially detrimental to the academic work, health, and wellbeing of the SE. Overwork cannot be required or expected. In general, for overwork to occur, it must be requested by the CS SE and agreed to in advance by the course instructor. In cases where arranging in advance for overwork is not feasible, overwork must be reported by the CS SE to the course instructor within two days of overwork occurring. Overwork

exceeding 50% of a CS SE's designated weekly hours must be approved in advance by the Instructor and the Director of Undergraduate Studies, and should be allowed rarely and only under exceptional circumstances. Notwithstanding the above provisions, international students may have lower hourly limits tied to their visa status.

In accordance with University Policies and applicable law, supervisors who are aware, or who have reason to suspect, that a non-exempt employee is working in excess of the normally scheduled hours without prior approval must take action to stop the employee. This shall include taking measures to reduce their workload. Measures to reduce workload may include rebalancing responsibilities among course staff, shifting work from CS SEs to graduate TAs, staff, or the instructor, modifying course materials and assignments, and reducing office hours and other student support. In some cases, a CS SE may be directed by the Instructor or the Director of Undergraduate Studies to stop performing work above the maximum. In this case, a written explanation will be provided to the SE. CS SEs are subject to the university policy stipulating that if an employee continues to work over and above their maximum number of hours without the consent of the supervisor, the employee must be informed in writing that this cannot continue, and disciplinary steps may be taken as described in this document. All employees, including CS SEs, will be paid for all hours worked under any circumstances.

It is the responsibility of the instructor to develop course plans that are consistent with the available UTA workforce and workload limits.

The department will take a series of steps to prevent SE overwork. These include both cultural changes and administrative actions that include:

- Instructor and SE training on compliance with workload limits
- New or revised course materials, assignments, and help/grading approaches consistent with available TA effort
- Efforts to educate faculty and students on the roles, availability, and limits of SE's accessibility to change the reliance on SE help.
- Changes to assignment due dates and times
- A joint Brown/TALO campaign targeted to the entire CS community about preventing SE overwork.
- Monitoring overwork through automated and reporting mechanisms, with prompt intervention.
- Disciplinary actions for instructors requiring overwork that is not agreed to by the CS SE, or work to be completed outside prescribed hours or otherwise in conflict with the terms of employment of SEs.

H. Position Descriptions

1. Undergraduate Teaching Assistant (UTA)

An Undergraduate Teaching Assistant (UTA) assists the instructor both inside and outside the classroom on activities related to the teaching of a particular course. The nature of the tasks may vary depending on the teaching needs of the individual course.

The duties of a UTA vary across courses, all of which they must receive appropriate training and preparation material. They include grading assignments, projects and exams according to standards and criteria established by the instructor; holding office hours (both 1:1 and with groups of students); responding to student questions on online platforms for the course; performing basic administrative tasks such as updates to course websites and other platforms by uploading materials and updating information; assisting with supervised, instructor-led development of course materials, labs, projects, and assignments; supervising lab sections and tutorials; and fulfilling other programmatic duties for a course.

UTAs may be expected to perform limited course development during the semester if applicable for their course as specified in the job description at the time of application. Specific assignments will be generally given to UTAs taking into account their background, skills, preferences, and academic workload. With appropriate supervision and training, UTAs may perform extensive course development during summer and winter breaks and TA camp if applicable for their course as specified in the job description at the time of application.

UTAs shall not be responsible for teaching or presenting essential course content that isn't also taught or presented by the instructor or a prerequisite course. UTAs may be responsible for teaching or presenting supporting materials that are typically covered in recitation sessions, given proper and timely training on these supporting materials.

The work of a UTA is supervised by the instructor directly and indirectly through a graduate TA or HTA.

2. Head Teaching Assistant (HTA)

A Head Teaching Assistant (HTA) assists the instructor in course planning, administration, and supervision. The duties of a HTA vary depending on the teaching needs of the individual course. They include all the duties of a UTA plus assisting

instructors with course administration, planning, and logistics; supervision and performance evaluation of UTAs; hiring of UTAs, STAs, and UTA/STAs; facilitating course staff social events; giving guest lectures; and leading in-class activities when invited by the instructor.

HTAs shall not be held responsible for the behavior of CS SEs who are assigned to the same course as them, including issues relating to a CS SE's behavior toward students, toward other TAs, or relating to that CS SE's duties. HTAs, are, however, responsible for reporting behavioral or workplace concerns to the Instructor or other University Offices as appropriate (for example, the Title IX Office.) HTAs do not hold responsibility for setting or changing policy for their course. HTAs shall not interview a CS SE applicant alone, and instead will be joined by another HTA, MTA, or the instructor, as directed by the instructor. Barring unforeseen circumstances, course faculty shall attend some of the course's interviews as scheduled by the faculty member and their HTAs. HTAs shall not develop CS SE applicant evaluation criteria without course faculty guidance.

3. Meta Teaching Assistant (MTA)

MTAs assist the CS faculty, CS staff, and Director of Undergraduate Studies with managing and coordinating the CS undergraduate TA program. MTAs help administer the hiring process of CS SEs, but do not make final decisions on hiring. MTAs work with department staff to reserve space for SE work. The department will work in good faith to allocate adequate space for SE needs and to offer replacement spaces in the event of unexpected space conflicts. MTAs do not hold responsibility for setting or changing policy for the CS undergraduate TA program. MTAs shall not be responsible for facilitating communications between faculty members, nor between faculty and administration.

MTAs shall attend a periodic organizational meeting with the Director of Undergraduate Studies.

4. Socially Responsible Computing Teaching Assistant (STA)

A Socially Responsible Computing TA (STA) assists the instructor both inside and outside the classroom on activities related to the socially responsible computing (SRC) components of a particular course. The nature of the tasks may vary depending on the teaching needs of the individual course.

The duties of an STA vary across courses. Those duties include assistance with development of SRC course materials, projects, assignments, and rubrics, preparation

of SRC-related labs and discussion sections and other SRC-related programmatic duties for a course. They may also include reviewing and grading student responses to SRC-related assignments and providing feedback to students, as well as direct student-facing interactions, such holding SRC-related office hours, responding to SRC-related student queries, leading SRC-related lab and discussion sessions, and leading other SRC-related in-class activities when invited by the instructor. Some STAs may primarily develop SRC content for future iterations of the course if specified in the job description at the time of application.

As the STA role at times involves extensive course development during the semester, the extensive development provisions of Article X.E.2 will apply.

The work of an STA is supervised by the instructor directly and indirectly through a graduate TA or HTA. An STA receives further support and guidance from Head-STAs, SRC program coordinators and SRC program graduate advisors.

5. Head Socially Responsible Computing Teaching Assistant (HSTA)

A Head Socially Responsible Computing Teaching Assistant (HSTA) assists the Socially Responsible Computing coordinators in providing support to different courses for developing and maintaining their SRC content, in STA hiring, and in broader SRC-program development and programming.

The duties of an HSTA vary depending on SRC program needs and those of individual courses. They include assisting with the development of training materials for STAs and with organizing and facilitating STA training before the start of the semester ("STA camp"). Duties also include course-specific mentoring of STAs (providing advice and feedback) throughout the semester, organizing and facilitating all-STA meetings and feedback sessions, as well as assisting in recruiting, interviewing and selecting STAs. Furthermore, broader SRC program-related duties include assistance with the development and maintenance of SRC-related curricular resources and infrastructure, as well as assistance with SRC program events.

The work of an HSTA is supervised by the SRC program coordinators.

6. Mosaic+ Transition Program Teaching Assistants

A Mosaic+ Transition Program Teaching Assistant works with the Transition Program coordinators and Mosaic+ Transition Program Leaders to offer a multi-week pre-orientation program for incoming first-year Computer Science students. The program

has both an online component on learning to program and an in-person community-building component immediately prior to university-wide first-year orientation.

Duties include assisting with the development of content and assignments for the component on learning to program, holding online TA hours and grading assignments for the component on learning to program, facilitating on-campus workshops, field trips, and community-building activities for the participants, and providing peer mentoring to participants.

The work of the transition program leaders is supervised by the CS Diversity Coordinator (currently, the Financial and Outreach Coordinator) and the Transition Program faculty mentor.

7. Mosaic+ Transition Program Leaders

A Mosaic+ Transition Program Leader works with the Transition Program coordinators to organize and run a multi-week pre-orientation program for incoming first-year Computer Science students. The program has both an online component on learning to program and an in-person community-building component immediately prior to university-wide first-year orientation.

Duties include developing and updating content and assignments for the component on learning to program, overseeing online TA hours, overseeing grading of programming assignments, leading on-campus workshops, field trips, and community-building activities for the participants, and providing peer mentoring to participants.

The work of the transition program leaders is supervised by the CS Diversity Coordinator and the Transition Program faculty mentor.

8. Health & Wellness Student Advocates

A Health & Wellness Student Advocate works with the CS Diversity Committee to identify and help address issues related to mental & physical health, accessibility, disability rights, and accommodations.

Duties include working with individual students on a case-by-case basis to provide campus connections and peer resources related to health, accessibility, disability, and accommodations, facilitating conversations between students, faculty, and staff, responding to student-reported instances of harm, and helping craft resolutions that preserve the student's agency. Advocates are members of the CS Diversity Committee, where they work on projects related to improving CS department support of health and

wellness issues. Other activities include offering workshops on self-care, health, and wellness to members of the Brown CS community.

The work of the Health & Wellness Student Advocates is supervised by the CS Diversity Coordinator with support of the Chair of the CS Diversity Committee.

9. Diversity & Inclusion Student Advocates

A Diversity & Inclusion Student Advocate works with the CS Diversity Committee to identify and help address issues related to departmental culture, inclusive communities, and barriers to access and success for CS students from all backgrounds.

Duties include acting as a one-on-one advocate and resource for students in navigating concerns related to intersectional diversity, equity, and inclusion, working with student groups such as Mosaic+, WiCS, Spectrum, and the CS DUG to ensure that all voices are heard and represented, developing and delivering curriculum to TAs related to topics of diversity, equity, and inclusion, and promoting diversity and inclusion in all aspects of the CS Undergraduate and TA programs. Advocates are members of the CS Diversity Committee, where they work on projects related to improving CS department support of diversity and inclusion issues.

The work of the Diversity & Inclusion Student Advocates is supervised by the CS Diversity Coordinator with support of the Chair of the CS Diversity Committee.

10. Common Duties of All Positions

CS SEs are expected to:

1. Attend all the required training and complete all training assessments.
2. Be generally available to perform their duties during all the weeks of the semester, except during the week of Spring recess and the second half of the week of Thanksgiving, for up to the designated maximum number of hours for each position.
3. Attend all course staff meetings as requested by their supervisor.
4. Respond in a timely manner to emails from the instructor, graduate TA, and other CS SEs, as well as from departmental staff and faculty involved with the undergraduate TA program (e.g., DUS and Department Chair).
5. Monitor the hours worked and report them in a timely manner on a weekly basis.

11. Excluded Duties for All Positions

No CS SEs shall perform the following activities:

- a. Bear sole responsibility for the development of course materials, assignments, projects, exams or rubrics.
- b. Bear sole responsibility for CS SE hiring decisions.
- c. Assign final grades.
- d. Enter final grades.
- e. Prosecute suspected violations of the academic code or the course collaboration policy.
- f. Confront students about possible violations of the academic code.
- g. Access Dean's notes or student health records.
- h. Make decisions on granting academic accommodations such as extensions and incompletes.
- i. Make decisions on accommodations or services due to a student's disability or medical conditions.
- j. Evaluate the work of a friend or family member.
- k. Give guest lectures or lead in-class activities without being invited by the instructor, and without agreeing to do so.

Article XI Data Collection and Inclusive Hiring

Consistent with the University's commitment to affirmative action as stated in the "CS Diversity & Inclusion Action Plan" and the "Brown Corporation Policy Statement on Equal Opportunity, Nondiscrimination and Affirmative Action," the University and Union recognize the importance of affirmative action as a step towards promoting diversity in the CS UTA program, addressing historical and structural inequalities in CS education, and ensuring equal opportunities in the hiring of CS SEs. Course faculty, HTAs, and other parties involved in hiring will consider CS SE applications holistically in the hiring process. All hiring practices will be in keeping with Brown policies and applicable laws.

The Computer Science Department will maintain on staff an employee with dedicated expertise and effort in support of its Diversity, Equity and Inclusion programs and efforts, which include arranging training for the Diversity and Inclusion advocates and Health and Wellness advocates, as well as supporting and supervising the work of the Mosaic+ Transition Program Leader and TAs. Following a departure of such employee, the department will immediately begin the process of hiring a new employee. Note that the employee's title and specific job description may change over time, but the essential functions will include significant responsibilities for Diversity, Equity and Inclusion (DEI) programs and may include other administrative responsibilities unrelated to DEI programs. For the purposes of this document, the holder of this position is referred to as the Financial and Outreach Coordinator "FOC," although the title of the staff member holding these responsibilities could change.

A. Demographic Data Collection

All applicants for CS SE positions will be given the chance to voluntarily disclose demographic data relevant to diverse CS SE hiring at the time of application. Such demographic data will include, but is not necessarily limited to, information about their race, ethnicity, gender identity, disability status, sexual orientation, first-generation college student status, or low-income status. This data will be made entirely available to a designated Computer Science Staff member, while demographic aggregates from this data will also be available to the Diversity and Inclusion advocates, MTAs, and other stakeholders as necessary.

B. Demographic Data Use and Reporting

At the end of every semester, the FOC and Diversity and Inclusion advocates will publish a report based on this data. At the minimum, this report will include demographic breakdowns of:

1. all applicants to the CS UTA program, all applicants offered positions in the CS UTA program, and all applicants hired into CS SE positions;
2. the same data points for CS SE applicants to courses broken down as introductory, intermediate, and upper-level CS courses; and
3. a comparison of applicant pool demographics to the data published in prior years.

In addition to FOC and Diversity and Inclusion advocates, there must also be a Union representative involved in the process of analyzing and publishing aggregated demographic data for this report.

The aggregate data published will be subject to anonymity constraints imposed by the Family Educational Rights and Privacy Act (FERPA), including limits on publishing aggregated data for demographic groups or intersections with fewer than 5 members. When necessary due to such constraints, the authors of this report may aggregate data using the category of Historically Under-represented racial and ethnic Groups (HUGs) in CS, which may for the purposes of such a report be defined as all students that self-report their race/ethnicity as American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, or Native Hawaiian or Other Pacific Islander.

To the extent that such anonymity constraints are permissive, efforts will be made to analyze and report data on CS SEs and SE applicants at the intersections of these demographic categories as well.

The FOC and an authorized Union representative (henceforth referred to as “auditor”) will also analyze the aforementioned demographic data on a course-by-course basis, for each course that is staffed with CS TAs. While this data might not be made public because of anonymity concerns in accordance with FERPA, it will be reviewed by the FOC and auditor, who will identify and flag courses with disproportionately low numbers of applicants and acceptances from people who identify as underrepresented in CS, including but not limited to people who identify as women, U-FLi, living with a disability, LGBTQ+, and from HUGs. For courses that are identified under this category for two consecutive semesters, the FOC and auditor will meet with the instructors and collectively review the course’s outreach and hiring practices. The FOC and auditor will also track and analyze the number of CS SEs from different courses who quit their roles, and take similar actions based on this data.

C. Transparent and Inclusive Hiring Processes

The University and Union commit to making CS SE hiring processes transparent, inclusive, and accessible to students across the CS department. To this end, all parties involved in CS SE hiring (including but not limited to instructors, HTAs, HSTAs, and MTAs) will adhere to the following:

1. People responsible for hiring CS SEs will make their criteria for ranking and hiring applicants transparent and communicate to CS SE applicants a broad overview of the questions they will be asked during their interviews, and a description of how they should prepare for these interviews. An applicant for any CS SE position, at the time of application, will receive a description of all responsibilities that their role entails, what training they will receive in preparation of that role, and their pay rate for their role.
2. In their descriptions of what experience they expect of CS SE applicants for a given role, people responsible for hiring CS SEs will accurately represent the knowledge and skills expected of applicants to that role, with an awareness that unnecessarily restrictive prerequisites can discourage applications from otherwise qualified people whose identities are underrepresented in CS.
3. People responsible for hiring CS SEs will do outreach with the goal of obtaining a broad, diverse pool of TA applicants, with a particular emphasis on people from underrepresented groups in computer science. Such outreach efforts may include but are not limited to contacting past students of the course, making testimonies from past SEs in their course available to potential applicants, and reaching out to identity groups in the CS department, including but not limited to WiCS and Mosaic+.
4. CS SE hiring interviews should accommodate and be designed around any accessibility needs the candidates communicate, and any needs the people responsible for hiring may expect for their candidates. This may include but is not

limited to providing multiple means of representation and communication in CS SE interview questions, masking during in-person interviews at the request of any involved individual, and extending the time a candidate uses for an interview based on their communicated needs.

Article XII Grievance Procedure

The grievance procedure shall be the sole and exclusive procedure for the prompt, efficient and constructive resolution of grievances under this Agreement.

Notwithstanding this process, the University and the Union recognize and encourage informal resolution of any dispute, generally by direct discussion between the grievant and his/her/their supervisor and/or the Union and the University.

A grievance is any dispute concerning the interpretation, application or a claimed violation of a specific term or provision of this Agreement, including but not limited to the action or conduct of instructors, departmental staff, and/or university administration. The grievance process does not apply to the University's academic and managerial rights recognized in the Management Rights Article of this Agreement.

A. Steps Toward Grievance Resolution

The procedure with regard to grievances shall be as follows:

- **First Step.** The grievance will be discussed orally between the aggrieved CS SE(s), with their Union representative, and the aggrieved CS SE's immediate supervisor or with the supervisor responsible for the grievance. The supervisor will, within five (5) business days, give their answer to the employee (orally or in writing). Mutual resolutions of the complaint at this step shall be in writing, and although final, shall not be precedential nor inconsistent with this Agreement.
- **Second Step.** If the grievance is not satisfactorily addressed in the First Step, the aggrieved and/or the Union may send in writing a formal grievance report to the CS Director of Undergraduate Studies, or "DUS." The report shall list pertinent facts of the case as clearly and concisely as possible, as well as 1) the Article(s) of the Agreement alleged to have been violated and 2) a statement of the desired outcome. The CS DUS will, within five (5) business days of receiving the report, give their written answer to the aggrieved and the Union.
- **Third Step.** If the grievance is not satisfactorily adjudicated in the second step, then within ten (10) business days after the DUS's written decision has been given to the aggrieved, the aggrieved and/or the Union may present a written request to discuss the matter with the CS Department Chair who will, within

fifteen (15) business days after the meeting, give a written response to the aggrieved and the Union.

B. Arbitration

If the grievance has not been satisfactorily resolved, the Union may, within thirty (30) days of receiving the Step 3 written decision, refer the grievance to arbitration by sending a written request to arbitrate to the University and the American Arbitration Association in accordance with the rules and procedures of the American Arbitration Association. The award of the arbitrator shall be final and binding on the University, the Union, and the CS SE(s) involved. The arbitrator is limited to determining matters concerning the application, meaning, or interpretation of this Agreement and in no event may add to, delete, or alter any aspect of this Agreement. The University and the Union shall split evenly the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

Article XIII Severability

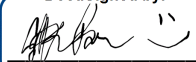
If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement, except where the invalid provision goes to the heart of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it. In such an event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

Article XIV Entire Agreement

This Agreement contains the complete understanding of the Union and the University with respect to all terms and conditions contained herein for the time period covered by this Agreement. This Agreement may not be modified or amended except by an explicit agreement in writing signed by the authorized representatives of the Union and the University.

Final Agreement Made by Brown University and TALO
on Friday, August 25, 2023

Agreed to and Accepted:

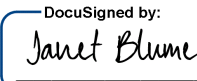
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Colton Rusch Friday, August 25, 2023

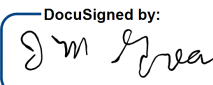
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Ronnie Shashoua Friday, August 25, 2023

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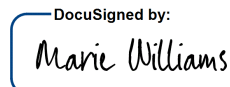
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James Skretta Friday, August 25, 2023

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Janet Blume Friday, August 25, 2023

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James Green Friday, August 25, 2023

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Kim Roskiewicz Friday, August 25, 2023

Brown University: DocuSigned by:

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Marie Williams Friday, August 25, 2023